

Exhibit 1-C
Statement of Work



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C14721 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C732 (4400009506) dated 06, February 2015 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware Limited Liability Company, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	WILLIS TOWERS WATSON US LLC	Total Number of Pages: 6
Contractor's Address:	800 N GLEBE ROAD 10 th FLOOR ARLINGTON, VA 22203	
Project Name:	Restructuring Consulting	
Job Location:	PG&E Authorized Location(s)	

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. While this Change Order is signed as of the latest signature date below, the Parties specifically agree it shall be effective as of 01, March 2019 and that the Contract Work Authorization shall be deemed to have been in effect continuously and without interruption since the original effective date of 01, March 2019.

WTW will provide compensation consulting in support of the Chapter 11 filing on behalf of PG&E and its advisors. Work with the Board of Directors' Compensation Committee, management and advisors on competitive benchmarking, incentive design, and other related requests and analyses. Provide services related to Chapter 11 such as preparation of declarations, participation in depositions and expert testimony, meetings with management and advisors.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
 Attachment 1: Scope of Work, Pages 3-6

CWA TERM: This CWA is effective upon signature by both parties and expires on 30, August 2019. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 30, August 2019.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: Not to Exceed \$474,338.00 USD

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY DocuSigned by:		CONTRACTOR: WILLIS TOWERS WATSON US LLC DocuSigned by:	
Signature	 8D3555EF3DB44FA...	Signature	 00712E4809F041E... Tom Matthews
Name	Jen Senft	Name	Tom Matthews
Title	Sourcing Supervisor	Title	Client Relationship Director
Date	4/8/2019	Date	4/8/2019



ADMINISTRATION			
PG&E Negotiator	Sydni Self	Contractor Representative	Tom Matthews
Phone	415-973-9011	Phone	415-733-4145
Email	Sydni.Self@pge.com	Email	tom.matthews@willistowerswatson.com
Accounting Reference	PR317709 Contract Work Authorization: C14721		
PG&E Work Supervisor:	John Lowe	Phone:	415-973-5513
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Adama Moore Adama.Moore@pge.com	
INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.		<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor		<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver		<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.		<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director		<input type="checkbox"/> Law

Bankruptcy Consulting Statement of Work

Exhibit B - Statement of Work for Compensation Consulting

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "client") with Willis Towers Watson ("WTW", "we", or "us") to perform the services described in this document.

The governing MSA for this work is Master Services Agreement #4400009506 executed on February 12, 2015, and supersedes all other oral and written representation, understandings, or agreements relating to the subject matter hereof.

ENGAGEMENT OBJECTIVES AND SCOPE OF SERVICES:

- 1. SCOPE.** Define the initiative, project purpose, key objective(s), impacted line(s) of business/stakeholder(s), and rationale.

Provide compensation consulting in support of the Chapter 11 filing on behalf of PG&E and its advisors. Work with the Board of Directors' Compensation Committee, management and advisors on competitive benchmarking, incentive design, and other related requests and analyses. Provide services related to Chapter 11 such as preparation of declarations, participation in depositions and expert testimony, meetings with management and advisors.

- 2. DELIVERABLES, MILESTONES AND ACCEPTANCE.** Key expected project outcomes, high-level milestones/decision points and the criteria that will be used to accept completion of project work.

Preparation of analyses for presentation to the Compensation Committee and/or management and the Company's advisors. Deliverables will be reports, declarations, preparation for testimony at hearings, etc., in addition to ad hoc work streams assigned by the Compensation Committee, teleconferences, and reports.

- 3. ANTICIPATED TIMEFRAME, PROJECT SCHEDULE** [(Exhibit B2) with activities, start and end dates and any key dependencies]

The length of PG&E's Chapter 11 process is unknown. Currently the duration of this SOW is expected to be from March 1, 2019, through September 30, 2019.

- 4. KEY ASSUMPTIONS** [Assumptions used to base proposed team mix, duration of the project, expenses, risk, etc.]

The restructuring consulting team is being led by Doug Friske, Managing Director and leader of the restructuring team at Willis Towers Watson. The team consists of approximately five (5) consultants. Due to the nature of the assignment a significant portion of the consulting time will be conducted by senior level consultants. Expenses will be charged at cost and are estimated to be approximately \$8,000 per month (estimated that there will be multiple trips per month to- and from- San Francisco for meetings, depositions, court hearings, etc.)

- 5. TEAM/RESOURCE DESCRIPTION** [A description of all team members and resources (including subcontractors), levels and expertise, and their role/contribution to the project and its deliverables. For any Consultant team member who will be providing support to other projects, an explanation and estimated time commitment on all concurrent projects must be provided.]

Date March 26, 2019

Case: 19-30088 Doc# 3650-3 Filed: 08/21/19 Entered: 08/21/19 16:58:41 Page 4
of 7

Bankruptcy Consulting Statement of Work

- a. Doug Friske, Managing Director – Project lead
- b. Mark Kazmierowski, Senior Director - Project manager
- c. Simon Benfrech, Consultant - Project manager
- d. Shui Yu, Consultant – Analytical support
- e. Frankie Szeto, Senior Analyst – Analytical support
- f. Catherine Bermudez, Administration – Administration Support

6. **PG&E ROLE AND RESPONSIBILITIES** [Expectations of PG&E team members, sponsors, and managers to make the project successful]

- John Lowe – Primary PG&E project manager for overall scope of consulting activities
- Kevin O'Connell – PG&E project manager overseeing certain segments of the project
- PG&E Compensation Committee of the Board of Directors – primary contact and manager for specific Compensation Committee requested projects

7. **PROFESSIONAL FEES AND EXPENSES** [Exhibit B1]

Fees and expenses are detailed in **Exhibit B-1**

Note: In this statement of work, Willis Towers Watson is adding a very senior “Managing Director” level which was not contemplated as part of the PG&E template at the original time of designing the original Master Services Agreement. This new level reflects the key consultant on the project – and, has been included as part of the budget in order to accommodate the key consultant on this project. The hourly consulting fee for this consultant will be above the “Partner” noted level in the Master Services Agreement.

8. **PG&E AND CONSULTANT WORK SUPERVISOR NAME, NUMBER AND EMAIL ADDRESS**

Not Applicable

9. **WORK LOCATION(S)**

San Francisco, California
Chicago, Illinois
Seattle, Washington

10. **OTHER (CONSIDER THE FOLLOWING OTHER AREAS)**

- The consulting on this project is different than other more definable projects due to it being a restructuring project. In our experience, we find that there are often ad hoc projects and several meeting cycles that are needed to complete such a project. While we have an understanding of certain key projects today (incentive design), we anticipate that our consulting time will vary due to the nature of the restructuring case and based on requests from PG&E's management team and PG&E's Compensation Committee of the Board of Directors.

Bankruptcy Consulting Statement of Work

Exhibit B1 –Sample Resource Schedule and Budget. All requisite data must be provided by the Consultant in the format specified by this Exhibit. Any exceptions or deviations from this Exhibit must be approved by PG&E in writing. The completed Exhibit must agree with the detailed project Schedule (Exhibit B2).

Each team member's name, title and approximate contribution to both the overall project (i.e. utilization) and each individual deliverable/milestone shall be specified. Team members who are subcontractors must be clearly identified. Any travel related expenses and discounts extended must be clearly identified and explained. Cross references to the described team members and deliverable/milestones (i.e. in the SOW narrative) must be clear and unambiguous.

Please coordinate with your PG&E Sourcing representative in advance during project planning for additional details and updates to the Exhibit.

Resource Schedule and Project Budget

Project: Insert Project Name

Estimated Resource Schedule:

Resource Title/Name*	Utilization	Billable Days	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
			22	20	22	21	22	21	22	22	21	21	22	19	
Managing Director	26%				25	25	25	25	25	25					150
Principal or Equivalent	26%				25	25	25	25	25	25					150
Senior Consultant / Principal	5%				5	5	5	5	5	5					30
Consultant	11%				10	10	10	10	10	10					60
Analyst	16%				15	15	15	15	15	15					90
Entry Level Associate	11%				10	10	10	10	10	10					60
Administrative	5%				5	5	5	5	5	5					30
Project Total	100%														0
		Total:			95	95	95	95	95	95	95	0	0	0	570

*Indicate if subcontractor

Estimated Project Budget:

Based on Billing Rates for: Executive Compensation Consulting

Estimated Total Project Budget

Resource Title/Name*	% of Time	Rate	Adj Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Partner Equivalent																
Managing Director	26%	\$ 1,150	\$ 1,150	\$ -	\$ -	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756	\$ -	\$ -	\$ -	\$ 172,538	
Principal or Equivalent	26%	\$ 990	\$ 990	\$ -	\$ -	\$ 24,750	\$ 24,750	\$ 24,750	\$ 24,750	\$ 24,750	\$ 24,750	\$ -	\$ -	\$ -	\$ 148,500	
Senior Consultant / Principal	5%	\$ 740	\$ 740	\$ -	\$ -	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ 3,700	\$ -	\$ -	\$ -	\$ 22,200	
Consultant	11%	\$ 480	\$ 480	\$ -	\$ -	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ -	\$ -	\$ -	\$ 28,800	
Analyst	16%	\$ 370	\$ 370	\$ -	\$ -	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ -	\$ -	\$ -	\$ 33,300	
Entry Level Associate	11%	\$ 250	\$ 250	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ 15,000	
Administrative	5%	\$ 200	\$ 200	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 6,000	
Expenses (if applicable)						\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000				\$ 48,000	
Project Total	100%			\$ -	\$ -	\$ 79,056	\$ 79,056	\$ 79,056	\$ 79,056	\$ 79,056	\$ 79,056	\$ -	\$ -	\$ -	\$ 474,338	

Date March 26, 2019

Case: 19-30088 Doc# 3650-3 Filed: 08/21/19 Entered: 08/21/19 16:58:41 Page 6

of 7

**Bankruptcy Consulting
Statement of Work****Exhibit B2 – Sample Project Budget/Sample Project Schedule****SAMPLE PROJECT SCHEDULE**

Task ID Number	Task Name	Duration in Days	Start Date	End Date	Finish Date	Chart Progress											
						Q1			Q2			Q3			Q4		
						J	F	M	A	M	J	J	A	S	O	N	D
1	Bankruptcy Consulting		3/1/2019	4/30/2019	9/30/2019			x	x	x	x	x	x	x	x		

Date March 26, 2019

Case: 19-30088 Doc# 3650-3 Filed: 08/21/19 Entered: 08/21/19 16:58:41 Page 7
of 7